

## **ARTICLE 14**

### **Health and Safety**

#### **Section 1. General.**

The Employer shall make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards. All employees shall be required to comply with safety/health rules and regulations established by the Employer. If an employee has justifiable reason to believe that his/her safety and health are endangered due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform the supervisor.

#### **Section 2. Physical Examinations.**

Whenever the Employer requires an employee to submit to a medical examination, x-rays or inoculations, or test, the Employer shall pay the entire cost of such services not covered by health insurance programs. An employee required to take a medical examination and who objects to the exam by a State employed doctor may be examined by a doctor mutually approved. In the absence of mutual agreement, the parties will select a physician from recommendation by a county or local medical society, by alternate striking if necessary.

#### **Section 3. Personal Injury.**

When an employee, while on the job, has been assaulted, or injured and when such assault or injury requires the employee's absence from work as documented by a doctor's statement, the employee shall be placed on administrative leave from the time of assault or injury through the end of the shift on which the assault or injury occurred. If an employee subsequently receives worker's compensation payments covering the same period of time, the employee shall turn over such worker's compensation payments to the Appointing Authority.

The Employer shall pay all medical costs connected with such assault or injury to the full extent required by worker's compensation statutes.

No employee who has been placed on workers' compensation may have his or her employment with the state terminated, except in accordance with the provisions of the collective bargaining agreement or the workers' compensation statute, unless the employee has been classified as totally disabled.

#### **Section 4. Employee Services.**

The Union and the Employer recognize that less than satisfactory performance can be a consequence of behavioral difficulties attendant to physical, emotional or mental illness, substance abuse or family and personal conflicts. Without diminishing the Employer's right to discipline employees for just cause, the Employer shall maintain existing Employee Services Program and/or advise employees relative to counseling and other reasonable or appropriate services available to employees. Appropriate consideration, prior to disciplinary determinations, shall be given to an employee's involvement in such programs. The Union agrees to

encourage employees afflicted with any such condition to participate in these services.

### **Section 5. First Aid.**

It is the expressed policy of the Employer and the Union to cooperate and to promptly resolve health and/or safety problems in all work locations under the Employer's control.

The Employer agrees to comply with all laws applicable to its operations concerning training in the latest first aid techniques, including Cardio Pulmonary Resuscitation (CPR) training given in a MIOSHA accepted program.

The Employer shall maintain first aid supplies and equipment in accordance with American Red Cross standards, as required by applicable law.

The telephone numbers of the local fire department, police department, emergency medical service (EMS) or municipal ambulance service, and other appropriate services shall be prominently posted.

### **Section 6. Inspections.**

Whenever an inspector or investigator from any federal governmental organization if authorized, or the state, makes a safety or health inspection at a work place, the Union shall be notified as much in advance as possible by the Employer. A local Union representative, preauthorized by the Union if on duty at such work place, shall be released from work without loss of pay or benefits to accompany such inspector or investigator in his/her inspection. The Employer shall not diminish such Union official's rights to ask questions and/or make appropriate statements pertaining to the subject inspection. The Employer agrees to implement the results of any such investigation in accordance with the provisions of Article 14, Section 11.

### **Section 7. Health and Safety Committees.**

Where a Department Health and Safety committee has been established the Union shall be permitted one (1) representative. Additional representatives may be added upon mutual agreement.

The Union representative shall receive administrative leave for attendance at meetings of the Committee. The Committee shall meet at least quarterly and more frequently upon mutual agreement.

The purpose of the Committee is to engage in Health and Safety related activities such as review accident reports or potentially hazardous situations; receive and investigate allegations of possible safety violations; review existing safety policies, procedures and/or equipment; review or develop alternate methods, procedures or equipment and make recommendations; address public awareness campaigns; develop training programs and/or policies and cooperatively support full compliance with established safety procedures and proper use of safety equipment.

**Section 8. Employee Safety.**

In a situation which the Employer determines presents immediate danger to an employee(s), the Employer shall immediately correct the dangerous situation to the extent possible, or such employee(s) shall be either:

- A. Relocated to another work site, or
- B. Put on administrative leave (not to exceed seven (7) calendar days) until the work location has been made safe and healthful.
- C. An employee who has reasonable cause to believe he/she is in imminent danger of loss of life or serious bodily injury may leave the work site to notify a supervisor or higher authority after taking reasonable measures to protect the public, other employees and/or the property of the Employer.

**Section 9. Emergency and Evacuation Plans.**

The Appointing Authority shall provide the Union with copies of non-confidential portions of all current emergency and evacuation plans and shall also provide copies of such plans as they are changed and/or updated.

**Section 10. Protective Footwear, Clothing and Devices.**

The Employer reserves the right to require employees to wear protective clothing (including footwear) or protective devices, to protect employees from existing or potential safety or health hazards.

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. In lieu of providing protective clothing or devices, the Employer may pay an allowance for such clothing or devices in which event the employee shall be responsible for providing such clothing or devices. Such allowance shall not exceed the price established by the State Purchasing Division unless an exception or waiver can be obtained from the State Purchasing Division. The Employer will request such waiver whenever it is unable to provide the protective device it requires. Where safety shoes are required, an employee, at his or her option, may elect to receive shoes provided by the Employer or receive an allowance in accordance with Article 24 plus any medically required options, once per calendar year. In any event, such allowance shall not exceed the actual cost of the employee-purchased protective item.

The cost of repairing and maintaining the protective clothing and devices in proper working condition (including cleaning/laundrying) required and furnished to the employee by the Employer, shall be paid by the Employer.

If the Employer requires an employee to wear safety glasses, and the employee needs corrective lenses, the Employer shall furnish such glasses after the employee

has presented the Employer with the required prescription. The employee shall bear the cost of any eye examination.

If an employee has significant problems with all of the available frames, the employee will bring such problem to the attention of the departmental employer. In such case, the departmental employer will resolve the problem.

All protective clothing (except footwear) and devices furnished by the Employer remain the property of the Employer and are only to be used in accordance with Departmental or Agency work rules. Upon separation, all items, other than those worn out through normal use, shall be returned (or paid for) by the employee before the final paycheck is issued.

Whenever protective items are prescribed by the Michigan Department of Labor and Economic Growth, as a result of Federal or State of Michigan statutes for particular types of jobs, no employee will be expected to perform such duties until the required safety and/or protection items are provided.

#### **Section 11. Compliance Limitations.**

The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to lack of funds, the Employer shall make a positive effort to obtain the necessary funds. In the event such funds are not available, the employee shall not, as a condition of employment, be required to provide protective clothing, devices, or footwear, at their own expense, nor shall they be required to continue to work without the required protective clothing, devices or footwear.

#### **Section 12. Uniforms and Special Clothing.**

The Employer reserves the right to require employees to wear uniform(s) or special clothing. If an employee is required to wear a uniform(s) or special clothing, such uniform(s) or special clothing shall be furnished to the employee by the Employer. In lieu of providing such uniform(s) or special clothing, the Employer will pay an allowance for such uniform(s) or special clothing which will reimburse the employee for the total cost of the purchased item(s).

The quantity and replacement frequency for uniform(s) or special clothing may be discussed at Labor Management Meetings at the request of either party.

#### **Section 13. Workplace Safety**

Upon approval of the Office of the State Employer, and after notice to the bargaining unit employee and the Union, the Appointing Authority may require the employee to undergo a psychiatric or psychological evaluation when there is a reasonable basis, based on objective and verifiable evidence, to believe that the employee poses a threat to others in the work place or to citizens with whom the employee works.

The evaluation shall address the issues of whether the employee poses a threat to others in the work place and/or steps the Appointing Authority should take to

minimize or eliminate such threats. The psychiatrist or psychologist administering the evaluation will be chosen by the Appointing Authority. The evaluation shall take place in a timely manner and within a reasonable distance from the employee's residence. All costs of the psychiatric or psychological evaluation shall be paid by the Appointing Authority.

Only the findings or recommendations regarding whether the employee poses a threat to others in the work place or to citizens with whom the employee works, and any steps the Appointing Authority should take to minimize or eliminate such threats, shall be provided to the Appointing Authority and the employee. In no event shall the findings and recommendations be placed in the employee's personnel file. The Appointing Authority shall not release or make public the findings unless the employee files a grievance protesting any disciplinary action that may be imposed as a result of an incident leading to the determination such psychiatric or psychological evaluation was warranted. In that event, the findings or recommendations may be introduced by the Appointing Authority in support of the disciplinary action.